

This Master Agreement (this “Master Agreement”), effective as of the date of CareFusion’s signature below (the “Effective Date”), is entered into by and between CareFusion Solutions, LLC (together with its affiliates, “CareFusion”) and the County of San Mateo, San Mateo Medical Center (“Customer”), each a “Party” and, collectively, the “Parties.” This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement either upon the Effective Date or at a later date upon the execution of an amendment.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. ORDERING, DELIVERY, AND PAYMENT.

- 1.1 **Customer Orders.** The Parties may enter into various transactions for hardware (“Equipment”), disposables, software licenses, accessories, and other products (collectively, “Products”) and/or services (“Services”), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion will set forth the Products and/or Services for each transaction in a customer order (“Customer Order”) and a Customer Order may have one or more attachments (each, a “Customer Order Attachment”). Each Customer Order will create a separate contract (each, a “Customer Agreement”), each of which will be subject to its own Not to Exceed Amount and each of which will be deemed to incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.
- 1.2 **Schedules.** Each schedule identified on Exhibit A (“Schedule”) is attached to and incorporated by reference into this Master Agreement. Additional Schedules may be added to this Master Agreement by way of a written amendment. In the event of any conflict between the terms of a Schedule or a Customer Order Attachment and the terms of this Master Agreement, the terms of the Schedule or Customer Order Attachment will prevail. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.
- 1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.
- 1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Destination, freight prepaid to the Customer’s address in the applicable Customer Order as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. Customer will pay freight charges for special Customer shipping requests and for shipment of parts or supplies not provided under warranty or pursuant to a support program. Upon delivery, Customer will be responsible for loss of or damage to the Product.
- 1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) (“Acceptance” or “Accepted”). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion’s standard confirmation form.
- 1.6 **Payment Terms.** Customer will pay all CareFusion invoices in full within thirty (30) days from invoice date.
- 1.7 **Late Charge.** If Customer does not pay an amount due by the due date, then CareFusion may impose a late charge on the unpaid amount at the rate of one percent (1.0%) per month or the highest rate allowed by the law (whichever is lower), prorated on a daily basis.
- 1.8 **Taxes.** Prices and fees for Products and/or Services do not include any taxes. Customer will pay when due any sales, use, rental, property, or other taxes or assessments of any kind (including, without limitation, withholding or value-added taxes) imposed by any federal, state, local or other governmental entity for Products and/or Services provided under this Master Agreement, excluding taxes based solely on CareFusion’s net income (collectively, “Taxes”). Customer will promptly reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer’s failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer’s tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer’s exempt status is challenged by any jurisdiction, then Customer will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

2. PRODUCT USE AND WARRANTY.

- 2.1 **User Guide and Service Manual.** CareFusion will provide to Customer one (1) copy (hard or electronic copy) of the then-current applicable user guide, user manual, or directions for use for each type of Product acquired by Customer (each, a “User Guide”), and one (1) hard copy of the service manual for each type of Alaris Equipment acquired by Customer. Customer may download from the CareFusion website additional copies of the service manual, as needed. Customer may use and reproduce any User Guide and service manual solely for Customer’s internal use.
- 2.2 **Warranty.** CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance (except for Alaris Equipment and/or Software, which has a warranty period of one (1) year after Acceptance), the Product will perform substantially in accordance with the specifications of its User Guide (the “Limited Warranty”). If a Product fails to perform in accordance with the Limited Warranty during the warranty period, then Customer will notify CareFusion in writing. In that case, as Customer’s sole remedy, CareFusion (at its option) will promptly repair or replace that Product, or any part or portion thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE).** The Limited Warranty does not apply to any Product that: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; or (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion’s reasonable control.
- 2.3 **Use of Products; Inspection.** Customer will use Products only: (i) for Customer’s internal business purposes and not for resale; (ii) in the manner described in the applicable User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export, re-export or modify any Product. Customer will not use any software with a Product which was not licensed from or approved by CareFusion. Upon reasonable advance notice by CareFusion, Customer will allow CareFusion to inspect Customer’s records regarding use of Products during Customer’s regular business hours to verify compliance with the licensing and other terms of this Master Agreement.

3. SOFTWARE, DATA, AND INTELLECTUAL PROPERTY OWNERSHIP.

- 3.1 **Software; Third Party Software.** “Software” means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) and any related software owned by a third party (“Third Party Software”). CareFusion will license, not sell, Software. CareFusion and its licensors retain all ownership rights in Software.
- 3.2 **Software License.** Subject to the terms and conditions of this Master Agreement and applicable User Guide, CareFusion grants to Customer a limited, non-exclusive, non-transferable license to use Software at Customer’s site(s) (as set forth in the applicable Customer Order) during the applicable term, provided that all licensing of Third Party Software will be subject to the terms of the Third Party Software Schedule. Each license granted to Customer is: (i) perpetual, unless a different license term is expressly set forth in the applicable Schedule or Customer Order under which the Software is licensed to Customer; and (ii) subject to termination pursuant to Section 6.16.4 below.
- 3.3 **Software License Restrictions; Scope of Use.** Customer will not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of Software; (ii) make any copies of Software or its documentation, except one (1) copy for back-up or archival purposes; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer Software to a third party; or (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product. Without limiting the license restrictions in this Section and as an additional obligation, Customer will adopt and implement reasonable measures to guard against unauthorized use of Software. CareFusion may suspend or revoke user codes, or take other appropriate action, if CareFusion reasonably believes that a security violation has occurred. Scope of use restrictions for Software may be set forth in the applicable Customer Order. CareFusion will measure Customer’s scope of use periodically and additional fees will apply if the scope of use is exceeded. Upon CareFusion’s reasonable request (no more than once per year), Customer will provide CareFusion with relevant information to verify Customer’s scope of use. Customer will provide CareFusion with thirty (30) days prior notice for any event affecting Customer’s scope of use, such as acquisition of a hospital or construction of a new facility, so CareFusion can adjust Customer’s scope of use.
- 3.4 **System Requirements.** For Software-only Products, Customer will use third-party Equipment meeting CareFusion’s minimum system requirements (as specified by CareFusion in writing) and will protect its system and the Software from viruses, malware, and intrusion. Customer will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified by CareFusion in writing.

3.5 **Data.** “Data” means, collectively, data contained in the Products, data created or stored through the use of Products, and/or data created or collected during the performance of Services. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. Subject to the Business Associate Schedule in effect between the Parties as of the Effective Date, Customer grants CareFusion the right to access and use Data for any lawful purpose, including, without limitation, research, benchmarking, and aggregate analysis (i.e., more than one hospital). If Data contains Protected Health Information as defined by 45 C.F.R. § 160.103, then CareFusion will use such Data in conformance with the Privacy Rule and, before disclosing such Data, de-identify such Data pursuant to 45 C.F.R. § 164.514 and dissociate such Data from Customer.

3.6 **Intellectual Property Ownership.** All right, title and interest in the intellectual property embodied in the Products and related documentation (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), as well as the methods by which the Services are performed and the processes that make up the Services, will belong solely and exclusively to CareFusion or the applicable supplier or licensor. Customer has no rights in any such intellectual property, except as expressly granted in this Master Agreement.

4. INDEMNIFICATION, LIMITATION OF LIABILITY, AND TERMINATION.

4.1 **Mutual Indemnification.** Subject to the terms in this Master Agreement, each Party (“Indemnifying Party”) will (i) defend the other Party (the “Indemnified Party”) against any demand, action, claim, suit or proceeding (“Claims”) asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party’s negligent acts or omissions, and (ii) indemnify the Indemnified Party for damages paid to the third party bringing the Claim.

4.2 **Intellectual Property Indemnity.** CareFusion will defend Customer against any claim filed in a court of competent jurisdiction in the United States brought by a third party against Customer alleging that a Product used by Customer in accordance with this Master Agreement (including, without limitation, all sub-parts of Sections 22 and 33 of these General Terms and Conditions) infringes any U.S. patent, copyright, trade secret or other proprietary right of a third party (each, an “Infringement Claim”). As a condition to receiving the defense, Customer will provide written notice to CareFusion promptly after Customer receives actual notice of the Infringement Claim, will allow CareFusion to have sole control of the defense and any related settlement negotiations, and will provide reasonable cooperation upon request. CareFusion will: (i) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement agreed to in writing by CareFusion) arising out of the Infringement Claim; and (ii) reimburse Customer for its reasonable costs and expenses associated with providing reasonable cooperation. If CareFusion determines that a Product might infringe a third party’s intellectual property right, then CareFusion will have the option, at its expense and in its sole discretion, to: (a) replace the Product with a substantially equivalent non-infringing Product, (b) modify the Product in a manner that does not substantially affect the performance of the Product, or (c) obtain a license to permit Customer to continue using the Product. This Section states Customer’s exclusive remedy and CareFusion’s total liability to Customer for an Infringement Claim.

5. LIMITATIONS OF LIABILITY; INSURANCE.

5.1 **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS MASTER AGREEMENT OR ANY CUSTOMER AGREEMENT.

5.2 **Insurance.** CareFusion will maintain: (i) commercial general liability insurance naming Customer as an additional insured, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer’s written request naming Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) workers’ compensation insurance in compliance with statutory requirement and employers’ liability insurance in an amount of not less than \$1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Master Agreement.

6. TERMINATION.

- 6.1 **Termination for Cause.** Either Party may terminate for cause the then-remaining performance of any Customer Agreement upon written notice if the other Party: (i) fails to comply with any material term or condition of any agreement between the parties; and fails to cure such non-compliance within thirty (30) days (or within twenty (20) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may repossess Equipment subject to any outstanding payment obligations. Notwithstanding the foregoing, Customer's obligation to pay for any Products that it has Accepted will not be affected by any termination under this Section.
- 6.2 **Term; Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice if there are no payments due and no other obligations yet to be performed under any Customer Agreement. This Master Agreement will have a term of five (5) years ("Master Term"), starting on the Effective Date. The Master Agreement will terminate at the end of the Master Term ("Master Termination Date"), provided that any Customer Orders with term remaining shall continue to be governed by this Master Agreement for the remainder of that term. No new Customer Order may be entered into after the Master Termination Date, unless pursuant to a new Master Agreement or an amendment to this Master Agreement.

7. COMPLIANCE WITH LAWS AND POLICIES.

- 7.1 **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.
- 7.2 **Discounts.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party will comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).
- 7.3 **Access to Records.** For a period of four (4) years after CareFusion has completed performance under a Customer Agreement, CareFusion will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "Requesting Party"), this Master Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion under such Customer Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12)-month period to perform such Customer Agreement, then CareFusion will require such subcontractor to permit Access to the Requesting Party.
- 7.4 **Exclusion.** As of the Effective Date, CareFusion is not excluded from participation from any federally-funded health care program (including, without limitation, Medicare and Medicaid) (each, a "Program"). If CareFusion becomes excluded from any Program, then CareFusion will promptly notify Customer. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.
- 7.5 **Customer Policies.** CareFusion and its employees will comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Master Agreement or any Customer Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Master Agreement signed by each Party.
- 7.6 **Responsibility for Medical Care.** CareFusion, through its employees and agents (collectively, "CareFusion Personnel"), is not responsible for the delivery of medical care or other services to any patients. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care. The Parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), Customer's facility retains all professional and administrative responsibility for services rendered under a Customer Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the Parties further agree in that instance that the Customer Agreement will otherwise be subject to any applicable requirements of Title 22.

8. MISCELLANEOUS.

- 8.1 **Performance.** Each Party will bear the cost of its performance of this Master Agreement and each Customer Agreement.
- 8.2 **Confidentiality.** Neither Party will disclose to a third party the terms of, nor issue any public statement regarding, this Master Agreement or any Customer Agreement without the other Party's prior written approval, except as required by law. If Customer receives a Freedom of Information Act or state open records law request relating to this Master Agreement or any

Master Agreement

Customer Agreement, Customer will promptly notify CareFusion and provide reasonable assistance in CareFusion's efforts to oppose such request, although the obligation is on CareFusion to obtain relief from any such request in a timely manner.

- 8.3 **Force Majeure.** If a Party is reasonably prevented from performing an obligation because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party will not be in breach during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses reasonable efforts to perform the obligation notwithstanding the Force Majeure Event.
- 8.4 **Assignment.** Neither Party may assign any rights or obligations under this Master Agreement or any Customer Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may with notice assign all of such Party's rights and obligations without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets related to the subject matter of the applicable Customer Agreement.
- 8.5 **Notices.** Any notice from one Party to the other Party under this Master Agreement or any Customer Agreement will be in writing and will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon written notice to the other Party.
- 8.6 **Severability.** If a court or other body of competent jurisdiction declares any term of this Master Agreement or any Customer Agreement invalid or unenforceable, then the remaining terms will continue in full force and effect.
- 8.7 **No Waiver.** No right created by this Master Agreement or any Customer Agreement will be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
- 8.8 **Governing Law.** This Master Agreement and each Customer Agreement will be governed by the laws of the State identified in Customer's Notice Address below, without reference to its conflict of laws principles.
- 8.9 **Prevailing Party.** The prevailing Party will be entitled to costs and expenses (but not attorneys' fees) for any claim against the other Party under this Master Agreement or any Customer Agreement.
- 8.10 **Survival.** The obligations set forth in this Master Agreement and each Customer Agreement that by their nature continue and survive will survive any termination or expiration of this Master Agreement.
- 8.11 **Entire Agreement; Amendment.** This Master Agreement and each Customer Agreement sets forth the entire agreement and understanding of the Parties and supersedes all prior written and oral agreements, representations, proposals, and understandings between the Parties regarding the subject matter of this Master Agreement and each Customer Agreement, except that no prior Confidential Disclosure Agreement or contract of a similar nature will be superseded. Any requests for information, requests for proposal, responses to requests for proposals, sales collateral and other information provided by either Party are not binding unless explicitly incorporated by reference into a Customer Order signed by each Party. No modification to this Master Agreement or any Customer Agreement will be effective unless adopted via a written amendment to the same signed by each Party.

[Signatures on the following page]

Master Agreement

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Master Agreement.

Notice Address:
222 West 39th Avenue
San Mateo, CA 94403

Notice Address:
3750 Torrey View Court
San Diego, CA 92130

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CareFusion Solutions, LLC

Ryan B L (contract specialist)
Contractor's Signature

Effective Date: 8/16/2013

Exhibit A List of Schedules

Product Line (if applicable)	Schedules
General	Third Party Software
General	Business Associate
General	Equipment Rental and Software Subscription Terms
Pyxis [®]	Pyxis [®] Products Implementation Terms
Pyxis [®]	Pyxis [®] Products Support Terms

This Schedule governs Customer's access to and use of software or databases owned by a third party (collectively referred to as "Third Party Software"). Customer's right to use such Third Party Software, and the Products which contain them, is subject to compliance with the Master Agreement between the Parties and these terms. In the event of any conflict between these terms and those of any End User License Agreement that may be presented in electronic form during use of the Third Party Software, these terms shall take precedence.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, by CareFusion to Customer. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. Customer's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to Customer. All rights not expressly granted under this Schedule are reserved by CareFusion or Third Party. Nothing contained in this Schedule shall be construed directly or indirectly to assign or grant to Customer any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

1.2 Use. Customer may use Third Party Software only in conjunction with Products and Services provided to Customer by CareFusion, and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. Customer may not make any copies of Third Party Software for any purpose unless expressly authorized by CareFusion. Customer must erase or destroy all Third Party Software upon notice from CareFusion.

1.4 Restrictions. Except as permitted by applicable law, Customer shall not:

- (a) work around any technical limitations in Third Party Software;
- (b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the Third Party Software, in whole or in part (or in any instance where the law permits any such action, Customer shall provide CareFusion at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide CareFusion (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
- (c) allow access or permit use of the Third Party Software by any user other than that permitted by CareFusion in Customer's license agreement with CareFusion;
- (d) modify or create derivative works based upon Third Party Software;
- (e) publish Third Party Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
- (f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, Third Party Software or related documentation to any third party;
- (g) use Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods; or
- (h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any Third Party copyright notice, trade secret or other proprietary rights notice from Third Party Software.

Customer shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. Customer acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that Customer is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 No Warranties. THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CAREFUSION AND THIRD PARTY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Schedule Third Party Software

1.7 Liability Limitations. Customer agrees that, regardless of the form of any claim, neither CareFusion nor Third Party has any liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation also applies even if CareFusion or Third Party should have been aware of the possibility of damages. In no event will CareFusion be liable for any amount in excess of two hundred fifty dollars (\$250.00).

1.8 Termination. Without prejudice to any other rights, CareFusion may terminate this license to use Third Party Software if Customer fails to comply with the terms of this Schedule.

1.9 Export Restrictions. Third Party Software is subject to United States export laws and regulations. Customer must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.10 U.S. Government Use. Third Party Software is a “commercial component” consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion’s applicable Government FSS agreement.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY TO LEXI-COMP LICENSED DATABASES

2.1 Limited Right to Print Articles. Customer may print out individual articles containing only insubstantial portions of the Lexi-Comp Licensed Databases (“Databases”) for Customer’s personal educational use as long as Customer includes a source reference to Lexi-Comp and its copyright notice.

2.2 Updates. If Customer has purchased a Pyxis MedStation™ 3000, 3500 or 4000 system, CareFusion shall provide quarterly updates to the Databases at no additional cost. Other Customers may contact Lexi-Comp directly to procure updated data sets. Customer is responsible for installing any updates.

2.3 Use of Professional Judgment. Customer should consult a variety of information sources before making any treatment decision. Customer should check the product information sheet accompanying each drug or medication to verify conditions of use, and should identify any changes in dosage schedule or contraindications. Information in the Databases is not a substitute for individual patient assessment based upon Customer’s examination of each patient and consideration of laboratory data and other factors unique to the patient. Customer bears full responsibility for the appropriate use of the information contained in the Databases.

In the performance of one or more agreements between CareFusion and Customer related to the collection of data (each, a “Data-Related Agreement”), CareFusion might receive protected health information, as defined by 45 C.F.R. §160.103, from or on behalf of Customer (collectively, “PHI”). The purpose of this Schedule is to permit Customer to attempt to comply with requirements concerning CareFusion as a “business associate” imposed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E (“Privacy Rule”), and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (“HITECH”).

Capitalized terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501.

- 1. Permitted Uses and Disclosures of PHI.** CareFusion shall not use or further disclose PHI except: (a) as permitted or required by this Schedule; (b) as “Required By Law,” as that phrase is defined in 45 C.F.R. §164.103; or (c) as otherwise expressly agreed to in writing by Customer. Except as otherwise limited in this Schedule, CareFusion may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Customer pursuant to the Data-Related Agreements, provided that such use or disclosure would not violate the Privacy Rule if done by Customer.
- 2. Protection of PHI.** CareFusion shall use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted by this Schedule.
- 3. Reporting and Mitigation.** CareFusion shall promptly report to Customer and shall mitigate, to the extent practicable, any harmful effect that is known to CareFusion of a use or disclosure of PHI by CareFusion in violation of this Schedule.
- 4. Sub-Contractors and Agents.** CareFusion shall ensure that any agent, including a subcontractor, to whom CareFusion provides PHI shall agree to substantially the same restrictions and conditions applicable to CareFusion under this Schedule.
- 5. Accounting to HHS.** CareFusion shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services (“Secretary”), in a time and manner designated by Customer or the Secretary, for purposes of the Secretary determining Customer’s compliance with the Privacy Rule.
- 6. Documentation of Disclosures.** CareFusion shall document such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- 7. Accounting of Disclosures.** If Customer receives a request from an individual pursuant to 45 C.F.R. §164.528 for an accounting of Customer’s disclosures of the individual’s PHI and, in the course of attempting to satisfy the individual’s request, Customer provides a written request to CareFusion, then CareFusion shall promptly provide Customer the information required to be included in an accounting pursuant to 45 C.F.R. §164.528(b)(2) for CareFusion’s disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. §164.528(a)(1).
- 8. No Designated Record Set.** To the extent CareFusion maintains PHI in a “Designated Record Set,” as that term is defined by 45 C.F.R. §164.501, CareFusion agrees to provide access, at the request of Customer, and in a reasonable time and manner, to PHI in a Designated Record Set to Customer in order to meet the requirements under 45 C.F.R. §165.524. If applicable, CareFusion agrees to make any amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Customer and in a reasonable time and manner.
- 9. De-identification of PHI.** CareFusion may de-identify PHI pursuant to 45 C.F.R. §164.514 and use the de-identified information for any lawful purpose.
- 10. Right to Terminate for Material Breach.** Customer may terminate CareFusion’s right and ability to continue to access PHI pursuant to a Data-Related Agreement if CareFusion violates a material term of this Schedule. Customer may exercise such termination right by providing notice to CareFusion stating the basis for termination. Customer may choose to provide CareFusion with an opportunity to cure the breach. If CareFusion does not cure the breach within a reasonable period, not to exceed thirty (30) days, then Customer may immediately terminate the applicable Data-Related Agreement which gave rise to the violation. If neither termination nor cure is feasible, Customer shall report the violation to the Secretary. Termination of a Data-Related Agreement pursuant to this Section shall have no effect upon any right or obligation created by any other written agreement between CareFusion and Customer.

Business Associate Schedule

11. Return or Destruction of PHI. Upon termination of any Data-Related Agreement for any reason, CareFusion shall either return or destroy all PHI. This provision shall apply to all PHI in the possession of subcontractors or agents of CareFusion. CareFusion shall retain no copies of PHI. If CareFusion determines that returning or destroying PHI is infeasible, then CareFusion shall explain why to Customer. Upon mutual agreement that return or destruction of PHI is infeasible, CareFusion shall extend the protections of this Schedule to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as CareFusion maintains the PHI.

12. Electronic PHI Safeguards. To the extent CareFusion maintains or transmits electronic PHI (“e-PHI”) on behalf of Customer, CareFusion shall comply with the obligations created by Title 45, Code of Federal Regulations Parts 160, 162 and 164 and shall:

- (a) implement administrative, physical and technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of e-PHI, in accordance with Section 13401(a) of HITECH;
- (b) ensure that any agent, including a subcontractor, to whom it provides e-PHI agrees to implement reasonable and appropriate safeguards to protect ePHI; and
- (c) report to Customer any security incident involving ePHI of which CareFusion becomes aware.

13. Conformance with Modification of HIPAA or Privacy Rule. If an amendment to or modification of HIPAA or its implementing regulations, including the Privacy Rule, requires modification of this Schedule to permit Customer or CareFusion to remain in compliance with HIPAA and its implementing regulations or HITECH during the term of this Schedule, then CareFusion and Customer shall enter into good faith negotiations to amend this Schedule to conform to any change required by such amendment or modification.

14. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits Customer to comply with the Privacy Rule.

15. No Third Party Beneficiaries. No provision of this Schedule is intended to nor shall confer any right, remedy, obligation or liability upon any person or entity other than Customer and CareFusion and their respective permitted successors or assigns.

16. Survival. The obligations of CareFusion pursuant to this Schedule shall survive the termination, cancellation or expiration of any Data-Related Agreement.

The below terms apply to Customer's rental of Rental Equipment and licensing of Subscription Software (both as defined below) pursuant to applicable Customer Agreements between the Parties.

1. Definitions. "Rental Equipment" means the integrated hardware and software Products that Customer is renting pursuant to a Rental/Subscription Customer Order. "Subscription Software" means the software Products that Customer is licensing from CareFusion on a subscription basis pursuant to a Rental/Subscription Customer Order.

2. Term.

(a) Rental Equipment. The "Rental Term" for Rental Equipment equals the time period that CareFusion leases Rental Equipment to Customer pursuant to the applicable Rental/Subscription Customer Order. CareFusion (or its assignee) is the owner of Rental Equipment and Customer is only acquiring a right to possess and use Rental Equipment during the Rental Term, and no other right, title or interest. Title will not transfer to Customer at the end of the Rental Term. The initial Rental Term for Rental Equipment will begin on the Term Begin Date stated in the applicable Implementation Timeline and will continue for the number of months stated in the applicable Customer Order, provided that, if there is no Term Begin Date in an Implementation Timeline, then such initial Rental Term will begin on the first day of the month following the date such Rental Equipment is Accepted. Unless a Party provides sixty (60) days prior written notice of its intention to renew the initial Rental Term and the Parties execute a written amendment to the Customer Order in accordance, the Rental Term will terminate effective as of the first day of the month following the initial Rental Term, subject to Customer's obligations pursuant to Section 7 below. The Rental Term is strictly subject to the Not to Exceed Amount listed on any Customer Order Attachment, and no amounts shall be due from Customer once the Not to Exceed Amount for those fees/services has been reached absent an amendment that increases the Not to Exceed Amount in relation to the specific Customer Order Attachment.

(b) Subscription Software. The initial term for Subscription Software is the number of months set forth in the applicable Rental/Subscription Customer Order ("Subscription Term"). The Subscription Term is non-cancellable. The Subscription Term will begin on the Term Begin Date set forth in the Implementation Timeline or, if there is no Term Begin Date in an Implementation Timeline, then the Subscription Term will begin on the first day of the month following the month in which the Software is Accepted. Unless a Party provides sixty (60) days' prior written notice of its intention to renew the initial Subscription Term and the Parties execute a written amendment to the Customer Order in accordance, the Subscription Term will terminate effective as of the first day of the month following the initial Subscription Term, subject to Customer's obligations pursuant to Section 7 below. The Subscription Term is strictly subject to the Not to Exceed Amount listed on any Customer Order Attachment, and no amounts shall be due from Customer once the Not to Exceed Amount for those fees/services has been reached absent an amendment that increases the Not to Exceed Amount in relation to the specific Customer Order Attachment.

3. Payment.

(a) Rental Equipment. Customer will pay the Monthly Rental Fee stated in the applicable Rental/Subscription Customer Order ("Monthly Rental Fee") for each unit of Rental Equipment on the first day of each month during the Rental Term, which obligation is unconditional and non-cancelable. Customer is not entitled to abate or reduce any Monthly Rental Fee for any reason. Customer will pay the Monthly Rental Fee when due regardless of any existing or future setoff or claim that Customer may assert. Additionally, Customer will not assert any setoff or counterclaim against a CareFusion assignee if such assignee commences an action to collect any amount due under the applicable Customer Order.

(b) Subscription Software. Customer will pay a monthly subscription fee in the amount stated in the applicable Rental/Subscription Customer Order ("Monthly Subscription Fee") on the first day of each month during the Subscription Term. Such Monthly Subscription Fee includes the level of support as set forth in the applicable Rental/Subscription Customer Order.

4. Risk of Loss. From the time Customer receives delivery of Rental Equipment until CareFusion accepts return delivery of Rental Equipment, Customer will: (i) be responsible for any loss of or damage to Rental Equipment from any cause other than normal wear and tear, except for any loss or damage caused by CareFusion's negligence; and (ii) obtain and maintain throughout the Rental Term All Risk Property Insurance in an amount equal to the full replacement value for Rental Equipment. Customer will notify CareFusion immediately of any such loss or damage, and will continue to pay Monthly Rental Fees.

5. Personal Property. All Rental Equipment is personal property for all purposes. Customer will not allow any Rental Equipment to become a fixture of real property. Customer will take appropriate action as necessary to prevent any third party from acquiring any interest in Rental Equipment or the applicable Customer Order. In addition to performing its obligations under the Taxes provision of the Master Agreement, Customer will reimburse CareFusion for any personal property tax imposed on CareFusion as the lessor.

Schedule

Equipment Rental and Software Subscription Terms

6. Use, Maintenance and Repair of Rental Equipment. Customer will keep and use Rental Equipment only at the delivery address set forth in the Customer Order and will not move it without CareFusion's prior written consent. Customer will allow only competent and duly qualified personnel to operate Rental Equipment. Customer will keep Rental Equipment in good condition and working order, and will allow CareFusion to make engineering changes and software updates upon reasonable request. Customer will keep all Rental Equipment free and clear of all liens, adverse claims and encumbrances.

7. Return of Rental Equipment. If Customer relinquishes possession of any Rental Equipment for any reason (including at the end of the Rental Term), then Customer will: (i) promptly remove all medications, data, and Customer property from such Rental Equipment without damaging such Rental Equipment; (ii) acknowledge receipt of any data device that CareFusion removes from Rental Equipment and tenders to Customer; and (iii) promptly and properly crate and ship Rental Equipment to CareFusion.

8. Assignment. Notwithstanding the non-assignment language in the General Terms and Conditions of the Master Agreement, CareFusion may assign, transfer, grant a security interest in, or sell some or all of CareFusion's right to receive payments under a Customer Agreement without Customer's consent (an "Assignment"). Upon an Assignment: (i) Customer will not hold any CareFusion assignee liable for any CareFusion obligation under the applicable Customer Agreement; (ii) the rights of such assignee will not be subject to any claims, counterclaims, defenses or setoffs of any kind whatsoever; (iii) Customer will cooperate with and consent to an Assignment by executing and delivering documents and assurances that CareFusion or its assignee reasonably requests; (iv) Customer will, if requested, make payments due under the applicable Customer Agreement directly to such assignee; and (v) all of Customer's obligations will inure to the benefit of such assignee as well as to CareFusion, and may be enforced by such assignee in its own name or by CareFusion.

9. Termination by CareFusion for Cause. Notwithstanding the termination provisions of the Master Agreement, if Customer fails to: (a) pay any amount required by the applicable Customer Agreement within twenty (20) days after CareFusion provides written notice to Customer stating that the payment is past due; or (b) correct any other non-compliance with the applicable Customer Agreement within thirty (30) days after CareFusion provides written notice to Customer identifying such non-compliance, then CareFusion may, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity: (i) cancel one or more Rental Term(s) and require Customer to make the applicable Rental Equipment available for repossession by CareFusion at a reasonably convenient location; and/or (ii) recover liquidated damages from Customer equal to the present value of the unpaid balance of all Monthly Rental Fees for each unexpired Rental Term under the applicable Customer Agreement (calculated using a discount rate of six percent (6%) per annum) ("Liquidated Damages"). However, if CareFusion seeks to recover Liquidated Damages from Customer pursuant to this Section, CareFusion must take reasonable commercial efforts to continue providing services under the terms of the applicable Customer Agreement (unless Customer's failure to cure said breach makes providing the services impossible) for the amount of time it would take to erode the amount of Liquidated Damages under the fiscal provisions of said Customer Agreement, meaning that the Products and Services will continue to be provided subject to the terms of the Customer Agreement, and charged against the Liquidated Damages until the amount of Liquidated Damages has been reached. in accordance with the following:

(a) . Customer will pay to CareFusion the Liquidated Damages

(b) Upon CareFusion's receipt of the Liquidated Damages, Customer will be allowed to use the Products until the conclusion of initial Rental Term under the Customer Agreement.

(c) Upon exhaustion of the Liquidated Damages, Customer will make the Products available for repossession by CareFusion at a reasonably convenient location in accordance with Section 7, above.

If Customer does not exercise its right to elect the alternative remedy provided herein, within twenty (20) days after Customer's receipt of the second notice provided above, then subdivisions (i) and (ii) shall apply.

10. Conditional Security Agreement. If a Customer Agreement is determined not to constitute a true lease, then the Customer Agreement will be a security agreement with respect to Rental Equipment and all accessions, substitutions, replacements therefore, and proceeds thereof (including insurance proceeds) will secure all obligations pursuant to the Customer Agreement.

Schedule

Equipment Rental and Software Subscription Terms

11. Conditional Suspension of Monthly Rental and Support Fee; Catastrophic Failure. If a Pyxis Product is not Properly Performing (for a reason other than an External Cause, as such term is defined in Section 4 of the Support Terms Schedule for more than thirty (30) consecutive days after Customer has initially contacted the Technical Support Center to request Service on that Pyxis Product, then, upon notice from Customer to CareFusion ("Election Notice"), CareFusion shall suspend the Rental Term and Support Term for the applicable Pyxis Product, beginning the month in which Customer requested such suspension ("Election Month") and continuing until the first day of the month following the month in which the Pyxis Product becomes Properly Performing. CareFusion shall reimburse Customer the Monthly Rental and Support Fees paid by Customer for that Pyxis Product for any Election Month.

If a Pyxis Product is not Properly Performing (for a reason other than an External Cause) for more than sixty (60) consecutive days after Customer has initially contacted the TSC to request Service on that Pyxis Product, Customer may notify CareFusion of its desire to terminate the remaining Rental Term and Support Term for the applicable Pyxis Product ("Termination Notice"). CareFusion shall then (i) terminate the remaining Rental and Support Terms, effective on the first day of the month following the month that CareFusion receives such notice; and (ii) de-install and remove the applicable Pyxis Product from Customer's facility. Customer shall then have no further obligation with regard to that Pyxis Product.



Schedule Pyxis® Products Implementation Terms

These terms apply to implementation services for Pyxis® Equipment and Pyxis Software Products (collectively, “Pyxis Products”) provided by CareFusion to Customer pursuant to applicable Customer Agreements (or, if applicable, a Rental Agreement or Purchase Agreement) (each, a “Customer Agreement”) between the Parties.

1. Implementation Terms. These implementation terms (the “Implementation Terms”), together with the Implementation Timeline attached to a Customer Agreement in form attached hereto as **Exhibit A**, describe the process, tasks, responsibilities, completion criteria and deliverables for the Pyxis Products implementation project (“Project”).

1.1. **Overall Project.** The Project consists of the installation of the Pyxis Products at Customer’s site(s).

1.2. **Project Resources.** CareFusion and Customer agree to provide qualified resources throughout the duration of the Project.

2. Implementation Fees. Implementation Fees set forth in the applicable Customer Agreement, if any, will be invoiced upon execution of the Customer Agreement by both Parties.

3. Implementation Activities. The Project will be completed in stages as set forth in each Implementation Timeline. If a Customer Agreement contains multiple product lines, then separate Implementation Timelines may be included for each product line, as necessary. CareFusion and Customer will complete any applicable technical, infrastructure, and workflow assessment (“Implementation Assessment”) at Customer’s site(s), providing the basis for the implementation activities set forth herein and in each Implementation Timeline (“Implementation Activities”). CareFusion and Customer shall use commercially reasonable efforts to complete the Implementation Activities on or before the applicable Completion Date(s) set forth in the Implementation Timeline(s).

4. Medication Handling. CareFusion employees and agents (“CareFusion Personnel”) shall not handle Customer’s medications. Customer must be physically present and capable of observing CareFusion Personnel during any implementation activity in which CareFusion Personnel have access to Customer’s medications. If Customer fails to do so, then CareFusion may re-schedule that activity and, upon invoice, Customer will reimburse CareFusion for expenses related to re-scheduling that activity.

5. Term Begin Date. The “Term Begin Date” is set forth in the Implementation Timeline. If the Customer Agreement is for the rental of Pyxis Products, then the Rental Term for each Pyxis Product shall begin on the Term Begin Date. If the Customer Agreement is for the purchase of Pyxis Products, then Customer shall pay the Net Purchase Price for each Pyxis Product within thirty (30) days of the Term Begin Date. If, due to the sole fault of CareFusion, a Pyxis Product is not Accepted until after the Term Begin Date, then the Term Begin Date shall be the first day of the month following the date the Pyxis Product is Accepted. Notwithstanding the foregoing, CareFusion reserves the right to cancel the Customer Agreement for any Pyxis Product that is not Accepted by the Term Begin Date, unless such non-Acceptance is due to the sole fault of CareFusion.

If previously-installed Pyxis® products are being upgraded or subject to new terms and conditions, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date, unless otherwise agreed to in writing by the Parties.

6. Conditions. The Completion Dates set forth in an Implementation Timeline are contingent upon CareFusion’s receipt of all properly executed contract documents from Customer prior to the Completion Date for Stage 1 and the provision of adequate Customer resources as outlined herein.

These terms apply to support services (“Support”) for Pyxis® Equipment and Pyxis Software Products (collectively, “Pyxis Products”) provided by CareFusion to Customer pursuant to applicable Customer Agreements between the Parties.

1. Support Term. The “Support Term” for a Pyxis Product consists of the number of months stated in the applicable Customer Order, starting from the Term Begin Date stated in the applicable Implementation Timeline. If there is no Term Begin Date in an Implementation Timeline, then the initial Support Term will begin on the first day of the month after the Pyxis Product is Accepted. Unless a Party provides at least sixty (60) days’ prior written notice of its intention to renew the initial Support Term and the Parties execute a written amendment to the Customer Order in accordance, the initial Support Term will terminate effective as of the first day of the month following the initial Rental Term, subject to Customer’s obligations pursuant to this Schedule.

2. Payment of Monthly Support Fees. Customer will pay the Net Monthly Support Fee stated in the Customer Order (“Monthly Support Fee”) on the first day of each month during the Support Term. CareFusion may increase the Monthly Support Fee once every twelve (12) months by no more than the Consumer Price Index for medical care plus two percent, provided the increase will be effective (i) upon at least ninety (90) days’ written notice to Customer and (ii) as of the anniversary date of the initial Support Term. However, all Support Fees are strictly subject to the Not to Exceed Amount listed on any Customer Order Attachment, and no amounts shall be due from Customer once the Not to Exceed Amount for those fees/services has been reached absent an amendment that increases the Not to Exceed Amount in relation to the specific Customer Order Attachment.

3. Terms Applicable to Product Support. The Customer Order identifies the Support Program (e.g., Standard, Advanced, or Elite) and product type (e.g., Pyxis® Equipment or Software Products) that will determine the support terms applicable to each Pyxis Product. Customer’s and CareFusion’s responsibilities for Support will vary based on such product type and Support Program identified in the Customer Order. Pyxis Products shall be designated as Pyxis Software Products when the Install Type on the Customer Order begins with “SW”, otherwise the Pyxis Products are Pyxis Equipment.

4. Properly Performing. During the Support Term, CareFusion and Customer, as applicable, will provide Support necessary to keep the Pyxis Products and any applicable interfaces performing in accordance with the material specifications of the applicable User Guide (“Properly Performing”). If CareFusion determines that a Pyxis Product cannot be made Properly Performing through repair services, then CareFusion will replace portions of the Pyxis Equipment or restore the functionality of the Pyxis Software Product, as needed. During any Extended Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pyxis Product which is not Properly Performing, but will have no obligation to replace Equipment.

5. Remote Support Services. CareFusion will provide remote support services (“RSS”) on a 24/7/365 basis through CareFusion’s Technical Support Center (“TSC”). To permit access to the Pyxis Product via RSS, Customer will provide high-speed Internet access via Secure Socket Layer (Port 443). If Customer’s system, connectivity, or personnel prevent CareFusion from performing RSS on a Pyxis Product, then: (i) any Guaranteed Response Time or Uptime (as defined below) applicable to that Pyxis Product will be void; and (ii) Customer will pay CareFusion on a time and materials basis for any onsite services. Customer will permit CareFusion to install and maintain at Customer’s site the applications necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS. Where RSS is not practical and direct access to equipment is required, Customer will allow CareFusion such access.

6. Interface Modification. If CareFusion modifies an interface between a Pyxis Product and Customer’s information system as part of Support, then Customer will test the modified interface within 72 hours. Customer’s sole remedy related to interface functionality will be for CareFusion to modify CareFusion’s side of the interface to provide full functionality.

7. Replacement Parts. CareFusion will adjust and replace non-consumable parts in Pyxis Equipment, including Pyxis CUBIE® Pockets, which are not Properly Performing for any reason other than an External Cause (as defined below). CareFusion will furnish replacement parts on an exchange basis.

8. Preventative Maintenance. CareFusion will perform onsite preventative maintenance of Pyxis Equipment in accordance with CareFusion’s then-current preventive maintenance schedule.

9. Procedure to Obtain CareFusion Support. Customer will promptly contact TSC by phone or through CareFusion’s on line support services portal if a Pyxis Product is not Properly Performing and Customer has attempted repair in accordance with applicable Customer Obligations as set forth below. TSC will work with Customer to perform initial troubleshooting. If the problem cannot be resolved in a timely manner through telephone and RSS, then Customer will allow CareFusion’s field service representative to perform onsite service. Within 72 hours of completion of any onsite service, Customer will test the connections between the Pyxis Product and Customer’s information system.

10. Standard Support Plan. If Customer elects CareFusion’s Standard Support Plan, then the following terms will apply and the terms set forth under the Advanced Support Plan and Elite Support Plan will not apply.

10.1 Customer Obligations. Customer will be responsible for support of the following activities:

- (a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.
- (b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc, (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
- (c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
- (d) **Training Logistics.** CareFusion will inform Customer of training logistic requirements and Customer will provide appropriate resources, space and access to applicable system or equipment at the installation site to support training activities provided by CareFusion to Customer representatives.
- (e) **Virtual Machine (VM) Deployments.** For Pyxis Software Products deployed using VM technology, Customer will provide all services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the performance of the applicable relational database server (e.g., MSSQL) instance for the Pyxis Product(s) as set forth in the hardware requirements.
- (f) **Active Directory.** For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.
- (g) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.
- (h) **Maintenance.** Customer will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general system settings and user log-in practices, (ii) basic hardware issue resolution, including drawer "jams" due to overfilling, cleaning of biometric identification devices, network cabling issues, and general equipment cleaning, and (iii) customer-specific network connectivity and configuration.
- (i) **Software Patching.** Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis Products that operate on the Pyxis ES technology platform ("Pyxis ES Products").

10.2 CareFusion Obligations. CareFusion will be responsible for the following Support activities:

- (a) **Maintenance.** CareFusion will provide 24/7/365 support for all Pyxis Products maintenance activities not covered under Section 10.1, Customer Obligations, including but not limited to, (i) all Pyxis Equipment break/fix activities that require a trained service technician for triage, troubleshooting and service part replacement; (ii) server application, (iii) defects in Pyxis Products (iv) station database and operating system services, (v) support for server hardware acquired from CareFusion, and (vi) CareFusion's side of Pyxis Product interfaces.
- (b) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of Customer as set forth in Section 10.1 above (e.g., all stations, servers that are not maintained by Customer).
- (c) **Customer Training and Diagnostic Tools.** CareFusion will provide training one time to a mutually agreed-upon number of designated Customer personnel to perform the activities set forth under Section 10.1 above, Customer Obligations item (h) Maintenance. Additionally, for select Pyxis ES Products CareFusion will provide Customer with diagnostic tools and related training to assist in the analysis of product and device performance.

11. Advanced Support Plan. If Customer elects the Advanced Support Plan, then the following terms will apply and the terms set forth under the Standard Support Plan and Elite Support Plan will not apply.

11.1 Customer Obligations. Customer will be responsible for Support of the following activities:

- (a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.

- (b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc, (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
- (c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
- (d) **Training Logistics.** CareFusion will inform Customer of training logistic requirements and Customer will provide appropriate resources, space and access to applicable system or equipment at the installation site to support training activities provided by CareFusion to Customer representatives.
- (e) **Virtual Machine (VM) Deployments.** For Pyxis Software Products deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is not housed locally in the CareFusion-provided VM container, then Customer will provide services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL) instance. If the applicable relational database server instance is housed locally in the CareFusion-provided VM container then CareFusion shall have these obligations as set forth in Section 11.2 (e).
- (f) **Active Directory.** For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.
- (g) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.
- (h) **Maintenance.** Customer will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general system settings and user log-in practices, and (ii) customer-specific network connectivity and configuration.
- (i) **Software Patching.** Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis ES Products.

11.2 CareFusion Obligations. CareFusion will be responsible for the following Support activities:

- (a) **Maintenance.** CareFusion will provide 24/7/365 support for all Pyxis Products maintenance activities including but not limited to (i) basic product feature support, (ii) basic hardware issue resolution, including drawer jams, cleaning of biometric identification devices, and network cabling issues, (iii) all Pyxis Equipment break/fix activities that require a trained service technician for triage, troubleshooting and service part replacement, (iv) defects in Pyxis Products, (vi) station database and operating system services, (vii) support for server hardware acquired from CareFusion, and (viii) CareFusion's side of Pyxis Product interfaces.
- (b) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of Customer as set forth in Section 11.1 above (e.g., all stations, servers that are not maintained by Customer).
- (c) **Equipment Relocation.** Upon thirty (30) days' written notice from Customer, CareFusion will relocate Pyxis Equipment to another Customer facility within one hundred (100) miles. Relocation services will be provided during normal business hours or as otherwise mutually agreed upon by Customer and CareFusion.
- (d) **Standard Interfaces.** CareFusion will provide scheduled interface changes, upgrades, and conversions to CareFusion's side of the standard ADT and billing interfaces for pharmacy and materials management, as well as profile interfaces for pharmacies where the Pyxis Profile system is in place and replenishment interfaces outbound only for materials management ("Interface Changes"), subject to the following conditions: (i) Interface Changes consist only of adding features and/or functionality to the standard interfaces; (ii) CareFusion will implement such Interface Changes either remotely or on-site, in its sole discretion, (iii) host conversion Interface Changes will be provided at no additional charge during the Support Term, and (iv) Interface Change conversion assistance to accommodate migrations to new host environments will be provided at no charge during the Support Term; additional interface conversion assistance can be provided as requested by Customer at then-current prices, 24/7 with the exception of federal holidays recognized by CareFusion, less applicable discounts.

Host conversion and interface modification assistance is provided Monday through Sunday, 24 hours a day as requested by customer with the exception of holidays recognized by CareFusion. Assistance during recognized holidays is available at CareFusion's established Time and Material rates.

- (e) **Virtual Machine (VM) Deployments.** For Pyxis Software Products deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is housed locally in the CareFusion-provided VM container, then CareFusion will provide services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL). If the applicable relational database server instance is not housed locally in the CareFusion-provided VM container then Customer shall have these obligations as set forth in Section 11.1 (e).
- (f) **Customer Training and Diagnostic Tools.** CareFusion will provide training one time to a mutually agreed-upon number of designated Customer personnel to perform the activities set forth under Section 11.1, Customer Obligations item (h) Maintenance. Additionally, for select Pyxis ES Products CareFusion will provide Customer with diagnostic tools and related training to assist in the analysis of product and device performance.

12. Elite Support Plan. If Customer elects CareFusion's Elite Support Plan, then the following terms will apply and the terms set forth under the Standard Support Plan and Advanced Support Plan will not apply except as set forth herein.

12.1 Customer Obligations. Customer will be responsible for Support of the following activities:

- (a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.
- (b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc, (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
- (c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
- (d) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.

12.2 CareFusion Obligations. CareFusion will be responsible for the following Support activities:

- (a) **Advanced Support Activities.** CareFusion will provide the Support activities set forth in Section 11.2 Advanced Support Plan, CareFusion Obligations, items (a) through (f).
- (b) **Customized Performance Reporting.** CareFusion will provide a quarterly report of Customer's service call activity, TSC cases and performance related to applicable response time or Uptime guarantees within fifteen (15) business days after each calendar quarter during the Support Term.
- (c) **Station Performance Diagnostics.** CareFusion will provide annual Station Performance Diagnostics services for each Pyxis Equipment device to analyze and, where possible, improve device performance.
- (d) **Direct Access to TSC Manager Representative.** CareFusion will designate a TSC manager who will be available during CareFusion's business hours to respond to Customer's questions or concerns regarding the overall quality of TSC support.
- (e) **Direct Access to Local Service Manager.** CareFusion will designate a local CareFusion Support Service manager who will be available during business hours to discuss Customer's satisfaction with the Support Services and respond to any suggestions Customer may have for improvement.
- (f) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches to stations (e.g., operating system, anti-virus, and product patches). At Customer's request CareFusion will deploy software patches to Customer-owned servers.

- (g) **Station Performance Diagnostics.** For Pyxis ES Products, CareFusion will provide annual Station Performance Diagnostics services for each Pyxis ES Product to analyze and, where possible, improve device performance.
- (h) **Proactive Monitoring.** For Pyxis ES Products, CareFusion will provide continuous 24/7/365 monitoring of Pyxis ES Product performance via Remote Support Services and will proactively notify identified Customer representatives of specific alarms and events that CareFusion has acted upon either to prevent a reactive service condition or to correct a reactive condition that may have occurred.

13. Exclusions and Limitations.

13.1 External Causes. CareFusion is not obligated to perform Support for any part of a Pyxis Product which is not Properly Performing because of: (i) abuse, misuse or vandalism; (ii) unauthorized repairs, including modification, alteration and adjustment; (iii) failure of equipment not supplied by CareFusion; (iii) a computer virus or other disabling code introduced by a source other than CareFusion; (iv) any Support activity that is a Customer obligation as defined under Sections 10.1, 11.1 or 12.1 above (“Customer Obligations”); or (v) Customer prevents or refuses installation of an Update or Upgrade which Customer has purchased or is otherwise entitled to receive (collectively, “External Causes”). If Customer requests that CareFusion attempt to correct a problem with a Pyxis Product attributable to an External Cause, then CareFusion will perform repair services on a time and materials basis at CareFusion's then-current rates and prices.

13.2 Customer Equipment. CareFusion will not be obligated to provide Support for products that are not Pyxis Products, including but not limited to Customer's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Pyxis Products.

13.3 Consumables. Support does not include the replacement or installation of consumables, including but not limited to batteries, paper and toner.

13.4 Limitation on Support and Maintenance Activities. Notwithstanding any other provision to the contrary set forth herein, CareFusion shall provide Support and maintenance for the Pyxis Products only with respect to the two (2) most recent Upgrades of the Software.

14. Additional Support Terms.

14.1 Guaranteed Response Time. CareFusion guarantees that a field service representative will arrive at the location of the Pyxis Product within the timeframe set forth in the table below, calculated from the time of dispatch from TSC (“Guaranteed Response Time”). If CareFusion is solely responsible for failing to meet the Guaranteed Response Time, then as Customer's sole and exclusive remedy, CareFusion will apply the credit set forth below, provided that Customer gives written notice to CareFusion within the time period specified below.

Support Type	Guaranteed Response Time	Written Notice to be given by Customer to CareFusion	Guaranteed Response Time Credit
Standard Plan	Within 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the Monthly Support Fee for the affected Pyxis Product(s)
Advanced Plan	Within timeframe set forth in applicable Customer Order, either 8 or 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	20% of the Monthly Support Fee for the affected Pyxis Product(s)
Elite Plan	Within four hours on 95% of onsite service dispatches that calendar month	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the total Monthly Support Fee for all Pyxis Products

14.2 Uptime Guarantee. CareFusion guarantees that a Pyxis Product that is RSS-enabled (“RSS-Enabled Product”) will be Properly Performing (“Up”) no less than the percentage set forth in the table below of the total number of hours during each calendar month of the Support Term (“Uptime Guarantee”). CareFusion will determine if an RSS-Enabled Product is not Up beginning on the date and time that CareFusion identifies such product as not in service for reasons other than: (i) performance of scheduled preventative maintenance; (ii) delays caused by Customer; (iii) External Cause; or (iv) any period that Customer or Customer's information system does not permit CareFusion to provide Support for such Pyxis Product.

Uptime will be calculated as follows:

Schedule Pyxis® Products Support Terms

Uptime = ((Total # of devices at a site * 24 hrs per day * # days in month)-(Total # of Service Case Hours in the month for that site))/ (Total # of devices at a site * 24 hrs per day * # days in month). “Service Case Hours” means the total number of hours required to resolve a reported issue for a Pyxis Product, from the time a case is opened by the TSC until it is closed.

If CareFusion is solely responsible for not meeting the Uptime Guarantee, then, as Customer’s sole and exclusive remedy, CareFusion will apply the credit set forth in the table below (if any) to the Total Monthly Support Fee(s) for all RSS-Enabled Pyxis Product(s) subject to the Uptime Guarantee provided that: (i) Customer gives written notice to CareFusion within the timeframe specified below; and (ii) CareFusion verifies Customer’s claim. Any credit will be applied in the month following the end of the next business quarter.

Support Type	Uptime Guarantee	Written Notice to be given by Customer to CareFusion	Uptime Guarantee Credit
Standard Plan	None	N/A	N/A
Advanced Plan	97%	Within 30 days of the end of any calendar quarter	5%
Elite Plan	97%	Within 30 days of the end of any calendar quarter	10%

14.3 Updates. “Update” means a bug fix, patch, error correction, virus update, minor enhancement or modification to existing features to maintain the security or operation of the Software. During the Support Term, if CareFusion generally releases an Update to the Software then CareFusion will install the Update via RSS or by other means chosen by CareFusion and will deliver notice to Customer of the Update. Customer will promptly test the connections between the Pyxis Product and Customer’s information system.

14.4 Upgrades. “Upgrade” means a major enhancement, new feature or other improvement to the Software, but does not include any hardware, Third Party Software, or any other software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Software, then CareFusion will install the Upgrade via RSS or by other means chosen by CareFusion and will deliver notice to Customer of the Upgrade. Customer will promptly test the connections between the Pyxis Product and Customer’s information system.

15. Onsite Support. Customer may cancel scheduled onsite Support by delivering notice to TSC no less than two business days prior to the start date. If Customer fails to provide such notice or otherwise prevents CareFusion from performing scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime calculation will not include the Service Case Hours associated with that service call. CareFusion employees and agents (“CareFusion Personnel”) shall not handle Customer’s medications. Customer must be present and capable of monitoring CareFusion Personnel during any activity involving Pyxis Products in which medications are present. If Customer fails to do so, then Customer will reimburse CareFusion for any expenses related to re-scheduling such activity.

16. Termination for Cause by CareFusion. Notwithstanding anything to the contrary in the applicable Master Agreement, CareFusion may suspend performance of Support under this Schedule, or cancel one or more Support Terms, upon written notice if Customer: (i) fails to comply with any material term or condition under this Schedule, or fails to make any payment required pursuant to any Customer Order for Pyxis Products; and (ii) fails to cure such non-compliance within thirty (30) days (or within twenty (20) days for any past due payment) after receipt of such written notice providing full details of such non-compliance.

**Customer Order**

Customer Order Date: 04/15/2013
Customer Order : 1000037918

Customer Information

Sold To:		Ship To:	Bill To	
Legal Name:	SAN MATEO CNTY GEN HOSPITAL		Same as (Circle)	Sold To: Ship To:
DBA:	SAN MATEO CNTY GEN HOSPITAL	SAN MATEO CNTY GEN HOSPITAL		
Street Address:	222 W 39TH AVE	222 W 39TH AVE		
City, St., Zip:	SAN MATEO, CA 94403-4398	SAN MATEO, CA 94403-4398		
Customer No.	1141305	1141305		

1. Customer Orders. Effective as of the date of both signatures below ("**Effective Date**"), the Rental Customer Order and Support Customer Order (collectively, "**Customer Orders**"), (i) are each a separate and distinct agreement between CareFusion and Customer for the applicable Products or Services; and (ii) are governed by the Master Agreement and applicable Schedule(s) executed by the Parties.

2. One-Time Fees Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Customer Orders are signed by both Parties and are due and payable net thirty (30) days from the date of the invoice.

3. Software - Subscription License; Term; Fees. If applicable, the Subscription Fee for Software is listed on the attached Product Schedule under the "Monthly Rental Fee" column. The Subscription Fee also includes maintenance services for the Software during the Subscription Term as set forth in the applicable Schedule. The initial Subscription Term for Software is the number of months equal to the Rental and Support Term set forth on the attached Product Schedule, beginning on the Term Begin Date stated in the applicable Implementation Timeline. If there is no Term Begin Date in an Implementation Timeline, then the Term Begin Date will be the first day of the month following the date the Software is Accepted. The Subscription Term is non-cancellable. Unless a Party provides sixty (60) days' prior written notice of its intent to terminate at the end of the initial Subscription Term, the Subscription Term will continue on a month-to-month basis ("**Extended Term**") at the Subscription Fee stated in the then-current terminate the Extended Term upon thirty (30) days' prior written notice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? (Please Circle)

Yes

No

Rental PO#:

Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.

When complete, additional copies will be sent to the following address:

Name:

Street Address:

City, St., Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

SAN MATEO CNTY GEN HOSPITAL

Sign: _____
Print: _____
Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

Sign:

Print:

Title: **Contract Specialist**

Date: 8/16/2013

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE: Janet Regan



Sold To: SAN MATEO CNTY GEN HOSPITAL #1141305
Ship To: SAN MATEO CNTY GEN HOSPITAL #1141305

GPO: MEDASSETS HSCA INC

Customer Order
Pyxis Product Schedule
Customer Order : 1000037918

Product Discounts:
GPO: 10 %
QTY: 8 %
Conv Allow %: 14 %
Support Discounts:
GPO: 10 %
QTY: 4 %
Support Level: SVC / Advanced 8h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/11/2013																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
13212968	SmartRemote Mgr-Med	\$ 74.00	\$ 18.00				RETURN TO CAREFUSION		CNL							
13210171	Cnnect2plsNursScnStn4	\$ 193.00	\$ 18.00	1A			RETURN TO CAREFUSION		CNL							
250708	Med Scanner	\$ 10.00	\$ 0.00	1A1			RETURN TO CAREFUSION		CNL							
13212801	35RXMn6dr5PremBio	\$ 885.00	\$ 97.00	1B	303	Rx	MEDSTATION,4000,MAIN,6-DRAWER	5	UPK	1	\$ 1,132.00	\$ 806.00	\$ 806.00	\$ 116.00	\$ 100.00	\$ 100.00
250706	Med Scanner	\$ 10.00	\$ 0.00	1A2			RETURN TO CAREFUSION		CNL							
13212800	35RXMn6dr5PremBio	\$ 885.00	\$ 97.00	1A	303	Rx	MEDSTATION,4000,MAIN,6-DRAWER	5	UPK	1	\$ 1,132.00	\$ 806.00	\$ 806.00	\$ 116.00	\$ 100.00	\$ 100.00
12873729	Cnnect2plsNursScnStn4	\$ 219.00	\$ 20.00	2A			RETURN TO CAREFUSION		CNL							
40209135	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2A			RETURN TO CAREFUSION		CNL							
40209134	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2A			RETURN TO CAREFUSION		CNL							
40209133	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2A			RETURN TO CAREFUSION		CNL							
40209132	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2A			RETURN TO CAREFUSION		CNL							
40209131	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2A			RETURN TO CAREFUSION		CNL							
40209130	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2A			RETURN TO CAREFUSION		CNL							
209026	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	2A			RETURN TO CAREFUSION		CNL							
8000046496	35MS Mn6dr3PremBio	\$ 670.00	\$ 99.00	2A	303	Rx	MEDSTATION,4000,MAIN,6-DRAWER	3	UPK	1	\$ 1,058.00	\$ 753.00	\$ 753.00	\$ 116.00	\$ 100.00	\$ 100.00
8000046301	3500Aux 7 drwr+0CuMn	\$ 451.00	\$ 47.00	2A	306		MEDSTATION,4000,AUX,7-DRAWER	6	UPN	1	\$ 825.00	\$ 587.00	\$ 587.00	\$ 54.00	\$ 47.00	\$ 47.00
12873732	Cnnect2plsNursScnStn4	\$ 219.00	\$ 20.00	2B			RETURN TO CAREFUSION		CNL							
40209141	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2B			RETURN TO CAREFUSION		CNL							
40209140	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2B			RETURN TO CAREFUSION		CNL							
40209139	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2B			RETURN TO CAREFUSION		CNL							
40209138	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2B			RETURN TO CAREFUSION		CNL							

Customer Initials: _____



CareFusion

Sold To: SAN MATEO CNTY GEN HOSPITAL #1141305
Ship To: SAN MATEO CNTY GEN HOSPITAL #1141305

GPO: MEDASSETS HSCA INC

Customer Order
Pyxis Product Schedule
Customer Order : 1000037918

Support Level: SVC / Advanced 8h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/11/2013

Current Products					New Products											
		Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs					Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support				Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
40209137	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2B			RETURN TO CAREFUSION		CNL							
40209136	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	2B			RETURN TO CAREFUSION		CNL							
209027	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	2B			RETURN TO CAREFUSION		CNL							
8000046499	35MS Mn6dr3PremBio	\$ 670.00	\$ 99.00	2B	303	Rx	MEDSTATION,4000,MAIN,6-DRAWER	3	UPK	1	\$ 1,058.00	\$ 753.00	\$ 753.00	\$ 116.00	\$ 100.00	\$ 100.00
8000046302	3500Aux 7 drwr+0CuMn	\$ 451.00	\$ 47.00	2B	306		MEDSTATION,4000,AUX,7-DRAWER	6	UPN	1	\$ 825.00	\$ 587.00	\$ 587.00	\$ 54.00	\$ 47.00	\$ 47.00
8000046217	35RXMn6dr3PremBio	\$ 709.00	\$ 99.00	3A	303	Rx	MEDSTATION,4000,MAIN,6-DRAWER	4	UPK	1	\$ 1,095.00	\$ 780.00	\$ 780.00	\$ 116.00	\$ 100.00	\$ 100.00
8000045501	35RXMn6dr3PremBio	\$ 709.00	\$ 99.00	3B	303	Rx	MEDSTATION,4000,MAIN,6-DRAWER	4	UPK	1	\$ 1,095.00	\$ 780.00	\$ 780.00	\$ 116.00	\$ 100.00	\$ 100.00
40209142	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	3A			RETURN TO CAREFUSION		CNL							
209024	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	3A			RETURN TO CAREFUSION		CNL							
12829965	Cnnct2plsNursScnStn4	\$ 219.00	\$ 20.00	3AB			RETURN TO CAREFUSION		CNL							
40212575	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	3B			RETURN TO CAREFUSION		CNL							
40212576	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	3B			RETURN TO CAREFUSION		CNL							
40212574	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	3B			RETURN TO CAREFUSION		CNL							
209025	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	3B			RETURN TO CAREFUSION		CNL							
13212970	SmartRemote Mgr-Med	\$ 74.00	\$ 18.00	ED	119-47		SRM CAL RD DR 12 FT CBL		UPN	1	\$ 94.00	\$ 67.00	\$ 67.00	\$ 21.00	\$ 18.00	\$ 18.00
8000046425	35RXMn6dr3PremBio	\$ 709.00	\$ 99.00	ED	303		MEDSTATION,4000,MAIN,6-DRAWER	3	UPK	1	\$ 818.00	\$ 582.00	\$ 582.00	\$ 112.00	\$ 97.00	\$ 97.00
8000046300	3500Aux 7 drwr+0CuMn	\$ 451.00	\$ 47.00	ED	306		MEDSTATION,4000,AUX,7-DRAWER	3	UPN	1	\$ 714.00	\$ 508.00	\$ 508.00	\$ 54.00	\$ 47.00	\$ 47.00
226832	Med Scanner	\$ 0.00	\$ 0.00	ER			RETURN TO CAREFUSION		CNL							
12829963	Cnnct2plsNursScnStn4	\$ 219.00	\$ 20.00	ICU			RETURN TO CAREFUSION		CNL							
40212579	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	ICU			RETURN TO CAREFUSION		CNL							
40212580	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	ICU			RETURN TO CAREFUSION		CNL							
40212578	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	ICU			RETURN TO CAREFUSION		CNL							
40212577	Drawer CUBIE HH 40-10-0	\$ 50.00	\$ 0.00	ICU			RETURN TO CAREFUSION		CNL							

Customer Initials: _____



CareFusion

Sold To: SAN MATEO CNTY GEN HOSPITAL #1141305
Ship To: SAN MATEO CNTY GEN HOSPITAL #1141305

GPO: MEDASSETS HSCA INC

Customer Order
Pyxis Product Schedule
Customer Order : 1000037918

Support Level: SVC / Advanced 8h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/11/2013

Current Products					New Products											
		Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support								List	Net	Extended	List	Net	Extended
226835	Med Scanner	\$ 0.00	\$ 0.00	ICU			RETURN TO CAREFUSION		CNL							
8000046424	35RXMn6dr3PremBio	\$ 709.00	\$ 99.00	ICU	303	Rx	MEDSTATION,4000,MAIN,6-DRAWER	3	UPK	1	\$ 1,058.00	\$ 753.00	\$ 753.00	\$ 116.00	\$ 100.00	\$ 100.00
8000046303	3500Aux 7 drwr+0CuMn	\$ 451.00	\$ 47.00	ICU	306		MEDSTATION,4000,AUX,7-DRAWER	4	UPN	1	\$ 751.00	\$ 535.00	\$ 535.00	\$ 54.00	\$ 47.00	\$ 47.00
12874009	35RxCons+wkstn+1ptr	\$ 660.00	\$ 200.00	INPT PHARMACY	309	Rx	MEDSTATION,4000,CONSOLE		UPU	1	\$ 534.00	\$ 380.00	\$ 380.00	\$ 233.00	\$ 201.00	\$ 201.00
8000046829	Remote Mgr - Med	\$ 0.00	\$ 0.00	OR			RETURN TO CAREFUSION		CNL							
226836	Med Scanner	\$ 0.00	\$ 0.00	OR			RETURN TO CAREFUSION		CNL							
8000046498	35MS Mn6dr3PremBio	\$ 670.00	\$ 99.00	OR	303		MEDSTATION,4000,MAIN,6-DRAWER	3	UPK	1	\$ 818.00	\$ 582.00	\$ 582.00	\$ 112.00	\$ 97.00	\$ 97.00
189399	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	OR1			RETURN TO CAREFUSION		CNL							
12876697	35MSMn2DR1PremBio	\$ 321.00	\$ 99.00	ENDO	303		MEDSTATION,4000,MAIN,2-DRAWER	1	UPK	1	\$ 391.00	\$ 278.00	\$ 278.00	\$ 112.00	\$ 97.00	\$ 97.00
189402	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	OR2			RETURN TO CAREFUSION		CNL							
12876701	35MSMn2DR1PremBio	\$ 321.00	\$ 99.00	RAD	303		MEDSTATION,4000,MAIN,2-DRAWER	1	UPK	1	\$ 391.00	\$ 278.00	\$ 278.00	\$ 112.00	\$ 97.00	\$ 97.00
189400	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	OR3			RETURN TO CAREFUSION		CNL							
12876698	35MSMn2DR1PremBio	\$ 321.00	\$ 99.00	ED	303		MEDSTATION,4000,MAIN,2-DRAWER	1	UPK	1	\$ 391.00	\$ 278.00	\$ 278.00	\$ 112.00	\$ 97.00	\$ 97.00
189401	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	PACU			RETURN TO CAREFUSION		CNL							
12876699	35MSMn2DR1PremBio	\$ 321.00	\$ 99.00	PACU	303		MEDSTATION,4000,MAIN,2-DRAWER	1	UPK	1	\$ 391.00	\$ 278.00	\$ 278.00	\$ 112.00	\$ 97.00	\$ 97.00
226833	Med Scanner	\$ 0.00	\$ 0.00	PES			RETURN TO CAREFUSION		CNL							
8000046497	35MS Mn6dr3PremBio	\$ 670.00	\$ 99.00	PES	303		MEDSTATION,4000,MAIN,6-DRAWER	3	UPK	1	\$ 818.00	\$ 582.00	\$ 582.00	\$ 112.00	\$ 97.00	\$ 97.00
12904942	CIISafe PCMn Bio XP	\$ 830.00	\$ 99.00	RX	107-152		CIISAFE,V7.X DESKTOP PC, BIO		UPU	1	\$ 1,038.00	\$ 739.00	\$ 739.00	\$ 113.00	\$ 98.00	\$ 98.00
192886	Connect ExtndStrSys2	\$ 614.00	\$ 32.00	RX			RETURN TO CAREFUSION		CNL							
12885513	Connect2 Rx OrderStn	\$ 204.00	\$ 40.00	RX			RETURN TO CAREFUSION		CNL							
12885510	Connect2 Rx OrderStn	\$ 204.00	\$ 40.00	RX			RETURN TO CAREFUSION		CNL							
12899494	Connect2 Base System	\$ 436.00	\$ 32.00	RX			RETURN TO CAREFUSION		CNL							

Customer Initials: _____



CareFusion

Sold To: SAN MATEO CNTY GEN HOSPITAL #1141305
Ship To: SAN MATEO CNTY GEN HOSPITAL #1141305

GPO: MEDASSETS HSCA INC

Customer Order
Pyxis Product Schedule
Customer Order : 1000037918

Support Level: SVC / Advanced 8h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/11/2013

Current Products				New Products												
		Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs					Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support				Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
189398	Stn Scanner Med v4.1	\$ 12.00	\$ 0.00	SSU			RETURN TO CAREFUSION		CNL							
12876696	35MSMn2DR1PremBio	\$ 321.00	\$ 99.00	SSU	303		MEDSTATION,4000,MAIN,2-DRAWER	1	UPK	1	\$ 391.00	\$ 278.00	\$ 278.00	\$ 112.00	\$ 97.00	\$ 97.00
		\$ 0.00	\$ 0.00		309		MEDSTATION,4000,WORKSTATION		EXP	1	\$ 260.00	\$ 185.00	\$ 185.00	\$ 40.00	\$ 35.00	\$ 35.00
		\$ 0.00	\$ 0.00	OR	310		PYXIS ANESTHESIA SYSTEM 3500		EXP	3	\$ 580.00	\$ 413.00	\$ 1,239.00	\$ 113.00	\$ 98.00	\$ 294.00
		\$ 0.00	\$ 0.00	OR	314		MEDSTATION,4000,AUX,TOWER,SGL		EXP	1	\$ 215.00	\$ 153.00	\$ 153.00	\$ 37.00	\$ 32.00	\$ 32.00
		\$ 0.00	\$ 0.00		134051-01		CCE ENTERPRISE CORE SW LICENSE		EXP	1	\$ 605.00	\$ 431.00	\$ 431.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		134109-01		CCE MEDSTATION SOLUTION SW LICENSE		EXP	1	\$ 454.00	\$ 323.00	\$ 323.00	\$ 0.00	\$ 0.00	\$ 0.00
40171234	PARx 4.2 Small 3-PDT 3-Printers	\$ 915.00	\$ 64.00	INPATIENT PHARMACY	129674-01		PARx 4.2 Small 3-PDT 3-Printers		UPN	1	\$ 1,158.00	\$ 825.00	\$ 825.00	\$ 76.00	\$ 66.00	\$ 66.00
		\$ 0.00	\$ 0.00		129766-01		INTF, MED,STD,NEW,ADT		EXP	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		129773-01		INTF, MED, STD, NEW USAGE		EXP	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		129812-01		INTF, MED,STD,NEW,PATIENT PROFILE		EXP	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		133352-01		DELL 710 TOWER 2CPU V4.1 ESX MSC		EXP	1	\$ 313.00	\$ 269.00	\$ 269.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	OR	306		MEDSTATION,4000,AUX,7-DRAWER		EXP	1	\$ 603.00	\$ 429.00	\$ 429.00	\$ 54.00	\$ 47.00	\$ 47.00
		\$ 16,903.00	\$ 2,310.00										\$ 15,824.00			

Total Monthly Rental & Support Fee: **\$18,279.00**

All fees mentioned are in USD

Customer Initials: _____



This Customer Order Attachment ("Attachment") applies to Customer Order Number 1000037918 (collectively, "Dispensing Order"). This Attachment does not apply to any other Product under the Master Agreement between the Parties or any other Customer Order.

1. Rental and Support Term. The term of the Dispensing Order shall be for sixty (60) months, commencing upon the Term Begin Date. By using this Term Begin Date, Customer's final payment under any Agreement entered into by the parties on September 23, 2008 for currently-installed Pyxis Products, shall be available to cover the remaining term, if any, for such products and services to be upgraded under this Dispensing Order before the Term Begin Date. There shall be no automatic renewal of the term of this Dispensing Order. Any renewal must be done by a written amendment.

2. Not to Exceed Amount. In consideration of the services provided by CareFusion in accordance with all terms, conditions, and specifications set forth herein and in all incorporated documents, Customer shall make payment to CareFusion based on the rates and in the manner specified in the Dispensing Order. In no event shall Customer's total fiscal obligation under this Dispensing Order collectively exceed ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000.00) (the "Not to Exceed Amount").